

EXHIBIT 3

Loan No. 198935

FIRST AMENDMENT TO PROMISSORY NOTE

THIS FIRST AMENDMENT TO PROMISSORY NOTE (this "**Amendment**") is made and entered to be effective as of July 5, 2018 (the "**Effective Date**"), by and among ASHLAN & HAYES INVESTMENTS, LLC, a California limited liability company, GRANTOR FRESNO CLOVIS INVESTMENTS, LLC, a California limited liability company, and MARICOPA ORCHARDS, LLC, a California limited liability company (collectively, "**Borrower**" or "**Borrowers**"), and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("**Lender**"), with reference to that certain Promissory Note dated August 18, 2017 in the original principal amount of up to Seven Million Three Hundred Twenty-Six Thousand and 00/100 Dollars (\$7,326,000.00) made jointly and severally by Borrower to the order of Lender ("**198935 Note**"). Capitalized terms used herein but not otherwise defined shall have the meanings given to them in 198935 Note.

WHEREAS, Borrowers have exercised their one-time option to convert the interest rate under the 198935 Note to a fixed rate in accordance with Section 1(b) of the 198935 Note;

WHEREAS, Lender and Borrower agree to adjust the interest rate applicable to the 198935 Note as more particularly provided in this Amendment;




NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Amendment of 198935 Note Terms. As of the Effective Date, the 198935 Note is hereby amended as follows:

(a) Section 1(a) is deleted in its entirety and replaced with the following:

"(a) Subject to the Default Interest Rate (as defined below) and to adjustment as set forth herein, the outstanding principal balance of this Note shall bear interest, beginning from the date of the advance of funds hereunder on the said principal sum, and continuing until all sums due under this Note have been paid in full, at the fixed rate of Four and 93/100 percent (4.93%) per annum. The interest rate on the outstanding balance of this Note shall be subject to adjustment by Lender or any subsequent holder of this Note on July 5, 2028 (the "**Adjustment Date**") by written notice to Borrowers at least forty-five (45) days prior to the Adjustment Date. The adjusted interest rate shall be determined by Lender or the holder hereof applying its standards for determining an interest rate for a loan of equivalent term considering the amount of the loan, the occurrence of prior defaults under this loan or any of the Related Loans (defined below), the credit risk, the collateral, the Borrower and other factors normally used in the holder's determination of an appropriate interest rate to be charged to a borrower."

2. NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR AN ADJUSTMENT IN THE INTEREST RATE.

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3. Confirmation of Terms Following Conversion. Borrower and Lender confirm that, following the Effective Date:

(a) Borrower may prepay, on any Interest Payment Date, up to fifteen percent (15%) of the original principal balance of this Note (the “**15% Limitation**”) in any one calendar year period, without premium. In determining the 15% Limitation, the scheduled principal payments set forth in Section 2(b) of 198935 Note shall be included. Any prepayment in excess of the 15% Limitation shall be prohibited absent the payment of the Prepayment Price plus interest accrued to the date of prepayment and conditioned upon the receipt of at least thirty (30) days’ prior written notice. Such notice shall specify the amount of principal to be prepaid and the date (also referred to as the “**Prepayment Date**”) upon which Borrower shall prepay 198935 Note, which date shall be an Interest Payment Date and shall be not less than thirty (30) days nor more than sixty (60) days from the date of the notice of prepayment.

4. Confirmation of Loan. The 198935 Note and the other Loan Documents are hereby confirmed by Borrower as being in full force and effect. Borrower acknowledges that it has no defenses or offsets to any of its respective obligations thereunder and that Lender has performed all of its obligations to this date. The principal outstanding balance of 198935 Note as of the Effective Date following application of the interest payment due on such date is \$7,105,081.00.

5. No Implied Modifications. Except as expressly modified by the terms of this Amendment, all of the terms, covenants and conditions set forth in the 198935 Note shall remain in full force and effect. All references to the 198935 Note in any of the other Loan Documents shall be to the 198935 Note as amended by this Amendment.

6. Entire Agreement. This Amendment supersedes all previous oral and written agreements related to this modification and constitutes the entire agreement between Borrower and Lender with respect thereto. No provision of this Amendment may be further modified except through the execution of a subsequent written agreement by the party to be charged therewith.

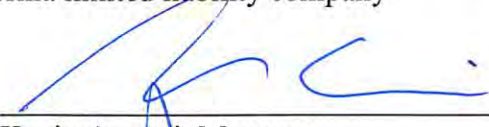
[Signature page follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Amendment as of the day and year first above written.

BORROWER:


ASHLAN & HAYES INVESTMENTS, LLC,
a California limited liability company

By:




Kevin Assemi, Manager

By:



Neema Assemi, Manager

By:



Darius Assemi, Manager

[Signatures continue on following page]

GRANTOR FRESNO CLOVIS INVESTMENTS, LLC,
a California limited liability company

By: 

Neema Assemi, Sole Trustee of The Farid Assemi
2010 Grantor Trust dated December 30, 2010,
Member

By: 


Kevin Assemi, Sole Trustee of The Farshid and
Sonia Assemi 2010 Grantor Trust dated December
30, 2010, Member

[Signatures continue on following page]

MARICOPA ORCHARDS, LLC,
a California limited liability company

By: 
Farid Assemi, General Manager

By: 
Farshid Assemi, General Manager


By: 
Darius Assemi, General Manager

[signatures continue on next page]

LENDER:

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation

By: MetLife Investment Advisors LLC
its investment manager

By: 
Printed Name: Leonides Moreno
Its: Director